

A
SHORT ACCOUNT
OF
Mr. BENFIELD's Conduct in India.



A

SHORT ACCOUNT

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Mr. BENFIELD's Conduct, &c.

ON the 30th of December, 1763, Mr. Benfield was appointed, by the Court of Directors, Civil Architect and Assistant Engineer, on the establishment of Fort St. George. On the 26th of April, 1765, he was added to the List of Writers for that year, "on account of the favourable representation of his abilities," which had been transmitted, from the Presidency under which he served. In his capacity, as a civil Servant, Mr. Benfield had an undoubted right to interest himself in that very important part of the British commerce in the East, which the wisdom of the Company, as well as of the State, has committed to the industry and enterprize of individuals. The Company, reserving to itself the direct trade to Europe, leaves the internal commerce of all India open to all British subjects, lawfully resident there. It is, therefore, by no means unusual, for such Servants of the Company as possess talents for trade, to relinquish all immediate views upon offices of emolument and influence; and, preserving only their rank and regular promotion in the service, to devote their whole attention to commerce.

General
Letter, Dec.
30th, 1763.

General
Letter, April
26th, 1765.

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Such was the line pursued by Mr. Benfield. He was never in any office of trust, profit, power, or influence, under the Company. Whatever he possesses, has been acquired by the fair exercise of his skill, as an Engineer, and his successful enterprise, as a Merchant and Banker. In the prosecution of his dealings, he had the happiness to acquire that predominant and unlimited credit, as well with Europeans as Natives, which, whilst it raises a Merchant to the power of accomplishing almost any thing that can present itself in the line of commerce, or of finance, stamps the unquestionable character of honour and justice upon his general transactions. To enter here into a description of the magnitude and variety of Mr. Benfield's commercial dealings, might be ascribed, by his enemies, to vanity. It may be sufficient to observe, that he was the first who established an Insurance Office in India, which was carried on, with great advantage, though on easy and equitable terms to the Public. That he was the principal owner of nine ships, employed in foreign commerce; that his internal dealings were proportionable; that, in short, for several years he employed in his different concerns more than six thousand men. Having thus risked more than any other Servant of the Company, he had a right to expect more ample returns, in the line of business.

In the year 1769, he contracted with the Company to construct the very extensive fortifications of the town of Madras. In 1773, he contracted for the new fortifications of Fort St. George. He executed several subsequent contracts, relative to those fortifications, amounting in all to above 500,000*l.* sterling. He neither owed those contracts to favour, nor obtained them by either intrigue or influence; he was employed by a Government, who were rather hostile than friendly to his interest, merely because his terms were more advantageous for the Company than those of his competitors. Amidst all the obloquy which has been lately thrown upon him, no one has ventured to impeach his fidelity in
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the execution of his engagements. On the contrary, the testimony of the Governor and Council, who succeeded to those violent parties, in whose broils Mr. Benfield very unfortunately, but most unjustly, has been involved, stands recorded in his favour. This testimony, so honourable to him, was given without his knowledge, upon his leaving the Settlement. He was perfectly ignorant of its very existence, till he found it, on the records of the Company, after his return to Europe. In paragraph 14 of the Letter, from the President and Select Committee, at Fort St. George, dated the 22d of October 1778, are the following words: "In justice to Mr. Benfield's conduct, as Contractor for the
 " Fortifications, we think it proper to mention, that all the works
 " executed by him, as far as we can judge ourselves, or learn from the
 " report of others, are finished in a masterly and durable manner."

From a commerce so extensive, and from such large contracts, in the line of Mr. Benfield's professional knowledge, it is presumed, that an ample fortune may well have resulted, without recurring to any unfair or indirect method of acquiring money. The situation of Mr. Benfield in the Company's Service, furnished no opportunity for those speculations with which men are accustomed to stigmatize, in general, such as have acquired fortunes in the East; and his great and untainted credit in the line of trade, proves that his commercial transactions were uniformly just and fair. Under such circumstances as these, he is neither ashamed nor afraid to own, that he became possessed of such a fortune, as, together with his credit, enabled him, in the year 1773, to engage, for the first time, in an extensive operation of finance, with the Nabob of Arcot. This operation was so fortunate as to effect a great and public service to the Company; which it did not then appear, that any other of its Servants, upon the spot, was in a capacity to perform. Laudable as was his motive, and happy as was the result of the
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transaction, it has, however, proved the foundation of all the persecution, under which he is now constrained to trouble the Public with a detail of his history and affairs.

To make this transaction intelligible to the English Proprietor, who may not be disposed to study the Indian words, and other local and technical expressions, with which the public proceedings are unavoidably loaded and obscured, it may be necessary to give a brief but just idea of the nature of the Revenues of that Country, and the mode of their collection.

The Sovereign of the country is proprietor of the land; but the inhabitants have, by ancient custom, the right of possession or cultivation on certain stipulated terms, and many other rights and privileges which are in general held inviolate, and deemed constitutional.—The crop is sown about November, and reaped in April and May. The Prince makes advances of small sums of money, from August to October, to each individual tenant, to enable him to carry on the cultivation; and the tenant's obligation to repay the same out of his own share of the crop, written on the leaf of a tree, is lodged with the Revenue Officer in each village; and after the crop is gathered, the Prince's share being, in some cases, four tenth parts, in others five, in others six, according to the circumstances and facility of cultivation, is delivered, in kind, to the Revenue Officer in each village, together with the grain, in payment of the money advanced, which forms the principal revenue of the Prince. Revenue Officers superintend small districts. Officers still superior superintend larger ones, till at length the returns and accounts, and the money arising from the sale of the grain, are brought to the Court of the Prince, with checks and powers of appeal through every stage; and a degree of regularity that would not disgrace the best European establishment. In some cases, the heads

of a village contract with the Revenue Officer, for a certain sum, in money, in lieu of the produce in kind; but the payment in kind is the general practice. Grain, when sown, is deemed property, and the future crop is liable to mortgage, or any other mode of disposal, by the owner.

Upon various exigencies of State, it must be obvious, that the best government of this sort must often stand in need of anticipations of its revenue; and in cases of expensive war, relaxed administration, or public calamity, the debt of the Prince will often become considerable. To supply such necessities, it is the custom to borrow money, upon an assignment of the revenue of certain districts, for its repayment. The assignment is not only executed by the Prince, but countersigned by the principal officers of the districts assigned, and registered in their courts, and is invariably considered not as the personal engagement of the Prince alone, but the act of the State, binding upon his successor, and entitling the creditor to the fund assigned, beyond all possibility of objection. The creditor acquires no right of interference in the collections, and consequently cannot oppress the inhabitants; but as fast as the money comes into the hands of the chief officers of the Prince, it is paid over to the creditor, who allows interest to the Prince, on the payments, from the very day they are made. Old bonds are given up, new ones taken for balances remaining thereon, and every matter of account settled with great regularity. The native Bankers, called *Soucars*, are the people who most commonly lend money upon these securities; and they stipulate a rate of interest, according to the exigency of the occasion.

The Nabob of Arcot, in whose dominions the Settlement of Madras lies, has generally been under the necessity of making these anticipations to a great amount. He was particularly under that necessity, on
occasion

occasion of the Tanjore war. The Rajah of Tanjore, one of the Nabob's tributaries, had withheld, under various pretences, the stipulated tribute, and by making foreign alliances, which were said to threaten the Carnatic with invasion, had drawn upon himself the resentment of the Presidency of Fort St. George, as allies to the Nabob. In the end of June 1773, the President and Council resolved to assist that Prince to reduce Tanjore; and, in the end of July, the Company's troops took the field, under General Joseph Smith, appeared before Tanjore, on the 20th of August, and opened batteries against the place, on the 27th of that month.

The Rajah, alarmed at the approaching danger, shewed the appearance of an inclination to accommodate matters with the Nabob, by paying arrears; and applied to one Kisnaje Pundit, a native merchant, residing in the Fort of Tanjore, to negotiate a loan with him, on Mr. Benfield's account, and to give him bills upon Mr. Benfield. Kisnaje Pundit was a money-broker, whose chief business was the selling of silver bullion for gold; and had been employed, by some of Mr. Benfield's servants, in that line. Mr. Benfield himself had never any personal correspondence with the man; and he had never seen his face, but once, in his life. Though Kisnaje Pundit declared he had no pretence of authority, to embark Mr. Benfield in such transaction; being pressed by the Rajah, he drew the bills, under an express agreement, that they were to be subject to Mr. Benfield's approbation or disapprobation of the engagement.

Rous's Ap-
pendix, No.
xxvii. p.
1177.

On the slight foundation of this unauthorised money-transaction, the Rajah wrote a letter to the Danish Governor of Tranquebar, which he requested him to convey to the Presidency of Fort St. George. This happened about the middle of August, when the combined forces of the Nabob and Company had already entered the country of Tanjore, and prepared to open ground, before the capital. Mr. Benfield, being apprised

apprised of the unwarrantable use made of his name, though the bills never were presented to him, wrote a Letter to the President and Council, bearing date the 3d of September 1773, about a week after the trenches were opened against Tanjore. In this Letter, he stated what had passed; and assured them, that "the instant he
" was advised of the matter, he had rejected it altogether, knowing
" it his duty to do so, as a Servant obedient to the Orders of the Com-
" pany;" as he thought the lending money to a Prince, against whom the Company's forces were in the field, was inconsistent with that duty.

Rous's Ap-
pendix, No.
xxvii. p.
1177.

On this plain matter of fact, strange fictions have been fabricated by Mr. Benfield's enemies. Mr. Dalrymple, in a Letter from Alexandria, dated the 19th of February, 1777; among many other circumstances equally ill-founded, affirms, That the matter above explained, was transacted between the Rajah and Comera, Mr. Benfield's servant; and that the loan was stopt by a collusion between the Nabob and Mr. Benfield. But it is well known, and can be proved, that Comera was, at the time, at Madras; yet the Rajah is made to assert the same falsehood, in a Letter, sent in his name, to the Court of Directors, dated the 21st of October 1776, and received the 21st of May 1777. The fictions contained in both, seem to have issued from the same mint, though at different times. Mr. Dalrymple owns, that he heard the story he relates at Tanjore, when he attended Lord Pigot to restore the Rajah, in the beginning of April 1776; and that the principal facts were confirmed to his Lordship by the Rajah. How happened it then, that such *faithful* and *vigilant* Servants of the Company did not examine into the matter on the spot? Mr. Benfield was present at the time, and so was his servant Comera. How happens it, that this story was not brought forward against him, when those claims were under discussion, in the Council at Fort St. George? How happens it, that the Rajah himself, in the course of his correspondence with Lord Pigot, and those
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Papers rela-
tive to Tan-
jore, Vol. ii.
p. 3.

who succeeded him in the government, takes no notice of the tale related by Mr. Dalrymple? The answer is easy; the tale was calculated for the meridian of Europe, and not for India, where it could be, at once, detected, disproved, and exposed.

The Dutch settlement of Negapatnam lies in the Tanjore country. During the hostilities against the Rajah, some negotiations with the Dutch, who appear to have been *bona fide* creditors of the Rajah, for the cession of the port of Nagore, and the adjacent country, were set on foot between them and the Rajah. The Fort of Tanjore was taken by storm, the 17th of September 1773, the Rajah and his family made prisoners, and the dominions of Tanjore became subject to the Nabob. The Dutch immediately set up their claim, and took possession of Nagore. The Nabob disputed the fairness of a great part of the debt, and the matter became the subject of a two months negotiation, in the course of which, the Governor and Council, assisted by Sir Robert Harland, as his Majesty's Minister Plenipotentiary, were clearly of opinion, that to suffer the Dutch to become masters of the districts in question, would render them dangerous rivals in that part of India; and that it was not only justifiable, but incumbent upon them, to support the Nabob with the English Army against the Dutch, if necessary; and Sir Robert offered to countenance the operation by proceeding with the squadron off Nagore: But at the same time they recommended to the Nabob to make the pecuniary sacrifice required by the Dutch, rather than proceed to extremities, if he could by that means effect an accommodation.

The Nabob was very willing to make the sacrifice required; but he had not the means. He had before been deeply indebted to the Company, as well as to individuals; he had become liable to repay to the Company the expences of the Tanjore war; and he had engaged to
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pay the Company's troops a sum of about £ 240,000 sterling, as the ransom of the city, to prevent its being plundered; to which, by the laws of war, it was subject, as a place taken by storm. His credit, in his ordinary resources, was exhausted, and whilst he was utterly unable to raise the money, the English troops dispossessed the Dutch of Nagore. The Dutch drew forces from their other Settlements, to an extent, which plainly indicated intentions of offensive enterprize, and matters were on the point of an immediate rupture. Under these circumstances the Nabob applied to Mr. Benfield for assistance, who immediately communicated thereon with the Governor, and, with his privity and approbation, and the assistance of one of the principal native Soucars, undertook the negotiation. The Dutch accepted his and the Soucar's security for the payment of about £ 194,000 sterling, which was faithfully paid: All claim to the districts in question was relinquished; the original securities from the deposed Rajah, were given up to Mr. Benfield and the Soucar; and the Company is now in possession of Nagore; and the greatest part of the districts thus rescued from the hands of the Dutch, is since ceded to the Company by the Rajah. The treaty with the Dutch, dated the 23d November 1773, in which the money is acknowledged to be secured by Mr. Benfield and the Soucar, was approved of not only by the Governor and Council of Madras, but by the Court of Directors; and for securing this sum, as well as the ransom to the troops, Mr. Benfield took assignments of the revenue of Tanjore.

These revenues being assigned, a continuation of loans became indispensably necessary. They were all open and public; Mr. Benfield therein pursued his object as a fair merchant, with assiduity and industry; and paid into the Company's treasury, in discharge of debts from the Nabob, above 800,000l. sterling. No insinuation has ever been made in India against the justice of his demands, or the fairness of his conduct. He

was thus brought into a situation not unlike that of the *Banker of the Court* in France, nor indeed much unlike that of the Bank of England here, which, when the supreme authority of the State has ascertained a future revenue to be collected, hesitates not to make advances, for the exigencies of Government, upon the security thereof. In this situation Mr. Benfield conducted his negotiations, as he had entered into them, not as a man of influence with the Prince, but as a man of business among the people, who had been brought into that situation, not as matter of favour, but of expediency.

For the crops gathered in April and May 1774 and 1775, Mr. Benfield received the revenues assigned; but being not well satisfied with the Nabob's conduct, and disposed to wind up his affairs, he, in the month of April 1775, declined all further advances to the Nabob; and great part of the business, which he so quitted, was taken up by Mr. *Monckton*, the son-in-law of Lord Pigot, Messrs. De Castro, Pelling, and De Fries, Mr. De Souza, Mr. Taylor, and others.

In the course of the summer of 1775, as the revenue of the crop came in cash, Mr. Benfield's accounts were gradually settled with the Nabob, and new assignments taken on the future crop, as usual. In November 1775, a general settlement was made, at which all those renewed assignments, which affected the whole country of Tanjore, were given up, and the following securities taken for the balances, viz.

An assignment on the Province of Manargoody only,
for the balance of the cancelled securities, which had
affected the whole country, and which had been wholly
advanced before April 1775, amounting in sterling
money to about - - - - £ 147,000

An assignment on the Province of Papanassem, for a sum
advanced in January 1775, for the use of the troops - 8,000

An assignment on the Province of Puttcottah, for a sum
 advanced for the use of the garrison of Tanjore, in No-
 vember 1774, - - - - - £ 6,000

By means of this settlement, the rest of the revenues of Tanjore were left applicable to the Nabob's purposes of credit, in other quarters. But in August 1775, at the instance of the Nabob's Son, who was manager of the Tanjore country, and unable to make the advances required before crop, which were absolutely necessary for the cultivation of the country, and, consequently, for Mr. Benfield's security, Mr. Benfield advanced him the sum of 48,000 l. sterling for that purpose. For this sum he took his bond, as manager of the Province, together with the bonds of the inhabitants, to that Prince, as a collateral security, in the usual form, and an agreement, that the payment, to be made by them, out of the ensuing crop, in discharge of such advances, but not in payment of the ordinary revenue, should be made to Mr. Benfield in discharge of this loan.

There was besides about 10,000 l. sterling due to Mr. Benfield from individuals in the Tanjore country, on mercantile transactions.

Thus stood Mr. Benfield's engagements, on the arrival of Lord Pigot. The Company had in England resolved, in the month of April 1775, to restore Tanjore to the Rajah; and the news of these Orders was received by the Governor and Council in the month of December, when Lord Pigot arrived as President at Madras. His Lordship was empowered by his Council to proceed in a military character without any controul to Tanjore, and reinstate the Rajah. Mr. Benfield applied to Lord Pigot, stating his demands, in order that the means of recovering them might not be wrested from him on the restoration of the Rajah. He received from his Lordship assurances of justice in the following strong terms: " That he could have no wish or desire to deliver over the property

“ of his fellow-subject to a Gentoo or a Pagan; and that if Mr. Benfield sent a person with him, to represent on the spot what was his property, it would be sufficient.”

Mr. Benfield went in person, on that business, to Tanjore; but, instead of the promised protection of his property, he experienced nothing but oppression and a forcible seizure of his property. Not only were his Agents driven away from collecting the debts justly due to him, but grain, to the value of full 16,000*l.* sterling, his own property, bought in the preceding season, and which had no connection with the government or revenue of the country, but was mere merchandize, was all violently seized by the Company's Sepoys under his Lordship's authority, and by the Rajah's people. Mr. Benfield has never recovered one farthing of the value.—Against these flagrant enormities he remonstrated, but in vain.

On Lord Pigot's return to Madras in May 1776, Mr. Benfield laid his complaints before the President and Council, with little better success.—Notwithstanding the justice and fairness of the demands were, on enquiry, authenticated by the Nabob, and were recorded on the Registers of the proper Courts, his Lordship had, at first, influence enough to procure a resolution, of a majority of six to five, refusing Mr. Benfield any redress whatever. Upon that occasion his Lordship, for the first time, broached the doctrine, that Loans of Money to the Country Powers, though made under the circumstances already stated, were within the meaning of a Prohibition of the Court of Directors in the year 1714; not a single insinuation was alledged against the fairness of the transaction.—To this decision, however, when several dissents came to be filed, and the reasonings thereon in refutation of those of his Lordship came to be considered, the case was seen, even by some of his Lordship's friends, to be too flagrant to be adopted. It was considered that the decision
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not only struck at the root of all security for property, and overturned the most fundamental maxims of the jurisprudence of the country, but might subject both the Company and themselves to very heavy damages. A re-consideration was thereupon moved. The former Resolution was rescinded. It was, on the 14th of June, 1776, resolved, " That the Nabob had a right to the Government share of the grain sown, during the time the country was in his possession, and that any mortgages he may have given on the same are good *." They further resolved, " That the Rajah be informed of this Resolution, and it be recommended to him, to give Mr. Benfield all reasonable assistance in recovering such debts as appear justly due to him, from the inhabitants, as well as to restore to him the grain of last year, which was in the possession of his people, and said to be forcibly taken from them, and to account with Mr. Benfield for the Government share of the grain in the districts assigned to him by the Nabob."

This Resolution was, however, qualified by a declaration, That they meant not to do more than recommend to the Rajah to see justice done, *leaving the manner and time to himself*. No further discussion was ever had by the Governor and Council, but the substance of the above Resolutions was communicated, by Lord Pigot, to the Rajah, by two Letters, one dated the 25th June, the other the 20th August, 1776. What the justice would be, that Mr. Benfield was to expect from the Rajah, under this recommendation, no one will be much at a loss to conjecture.

* Lord Pigot consequently, in restoring the country to the Rajah, freed from those debts, did in a solemn way, in the name, and by the authority of the Company, give up what was neither his nor theirs to give; and the Company having received into their treasury, the money for which the security was granted, thus wrested from an individual the very security which with their full knowledge had been granted to him.

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Mr. Benfield remained under these circumstances a much oppressed individual, with great difficulty supporting his credit, and considered all over India as a ruined man. He, however, stood the shock. But, during the unhappy disputes, which in August 1776 took place in the Council, he had other employment than to mix in intrigues in which his rank in the Service did not enable him to interfere; and from the result of which, let who would prevail, he could have nothing to expect, seeing that Lord Pigot's opponents had all concurred in leaving the time and manner of doing justice, to the Rajah. He certainly meant to have brought Lord Pigot before the Mayor's Court, if it should be found competent, for his conduct at Tanjore. This he openly avowed and declared, when his Lordship was in the plenitude of his power; a conduct unlike any consciousness of having acted either against the laws of his country, or the Company's Orders, in any instance. But, notwithstanding an avowal so hostile to his Lordship, he most solemnly declares, that he had no hand whatever in the revolution, nor the least knowledge of the intentions of those who removed and imprisoned the President. This may the more easily gain credit, from his having obtained no redress or assistance from the successors of Lord Pigot.

Mr. Benfield continued winding up his extensive mercantile engagements till a Letter from the Court of Directors, dated the 11th June, 1777, arrived at Madras, suspending him from the service, and recalling him to Europe. The Letter stated, " That the dissensions in
 " Council, which brought on all the troubles at Madras, took their
 " rise from Mr. Benfield's claims on the Tanjore country, the nature
 " of which had not been sufficiently explained; and he was therefore
 " suspended the service, recalled from Fort St. George, and ordered to
 " take his passage for Europe by the first opportunity."

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Conscious that there was not the smallest foundation in truth, nor in the Company's records, for this accusation, Mr. Benfield could consider it in no other light than as the work of a party, which might proceed to other indignities. To place himself in some degree out of the reach of insult and injustice, he resigned the service, and arrived in Ireland in September 1779. He immediately informed the Court of Directors of his desire to communicate to them every thing within his knowledge respecting the concerns of the Company. He soon found, that the good faith of the Court had been surprised into his recal, by a Letter replete with the most gross misrepresentations from Mr. Dalrymple, who had been Lord Pigot's attendant, in his visit to the Rajah of Tanjore. Mr. Dalrymple coming home by land, had taken an opportunity of writing a long Letter from Alexandria to the Court of Directors, containing the most direct falsehoods, respecting Mr. Benfield and his case; stigmatizing, for the first time, his transactions, with collusion and unfairness, which Lord Pigot himself had not ventured to do, in the warmth of his resentment, in the plenitude of his power.

On the 16th of November, and 15th of December, 1779, Mr. Benfield wrote, in the most urgent terms, to the Court of Directors, praying an enquiry into his conduct. The many avocations of the Court did not immediately admit of this enquiry, and, in the mean time, the trial of the Gentlemen who had deposed Lord Pigot came on in the Court of King's Bench. It was made an article of popular accusation against them, that they had been concerned with Mr. Benfield in his Loans to the Nabob, and had effected the revolution, from corruption from the Nabob or Mr. Benfield. To this charge they were well entitled to his most solemn exculpation, and he made an *affidavit* accordingly to that effect, in the amplest words in which he could express a denial of the charge. The Gentlemen accused made similar *affidavits*;

affidavits; and the Court, in giving judgment, observed, “ That
 “ words could not convey a stronger denial, but that the *evidentia rei*
 “ was still stronger; for that if those were their motives, could it be
 “ supposed, that, from the moment they got the power, they would
 “ omit to take any steps to complete their object?”

In the course of Mr. Benfield's solicitations for an enquiry, he found the doctrine of his Loans being inconsistent with the Company's Orders respecting Loans, much insisted on by his enemies. This induced him to state all those Orders and his own conduct at large, to the very lawyers who had conducted the cause against the Gentlemen who were prosecuted, as well as to others. Accordingly, the present Lord Loughborough, at that time Attorney General, Mr. Dunning, Mr. Macdonald, and Mr. Hargrave, separately gave the clearest opinions possible, that his Loans were *not* inconsistent with the Company's Prohibitions; which opinions, with the cases on which they were given, were communicated to the Directors.

As soon as time could be spared for that purpose, the Committee of Correspondence entered into a most minute investigation of the whole matter. They stated all the proceedings at large, in a Report to the Court of Directors, read the 26th July 1780. The Committee declared, That “ in justice to Mr. Benfield, they think it right
 “ to inform the Court, that they find nothing in the Company's Re-
 “ cords that warrants a conclusion of his having acted corruptly on
 “ that occasion; on the contrary, the Committee think his conduct,
 “ so far as respects the Loan of Money to satisfy the claims of the
 “ Dutch, productive of public benefit, and deserving of commendation;”
 and “ that upon the fullest investigation, and the most mature and
 “ impartial consideration of the subject, they are of opinion, That the
 “ records of Fort St. George afford no proof that the dissensions in
 “ Council,

“ Council, which brought on the troubles at Madras, took their rise
 “ from the Claims of Mr. Benfield.”

This Resolution was, after a thorough re-examination and debate of the premises, confirmed by the Court, on the 2d of August 1780. Mr. Benfield, thus restored in his character, made a tender of his services to the Company to return to his rank in India. This tender, after much debate, the Court of Directors agreed to accept; and they accordingly restored him to his former rank in the Company's service.

Here he might well have expected that persecution would cease, and that he might have been left at liberty to return, in tranquillity, to the liquidation of those engagements from which he has been thus injuriously torn. But baffled and confuted in the specific Charge, upon which he was called home, his enemies now drag him before the tribunal of the Court of Proprietors, and of the Public, to answer Charges not defined or specified, and to which it is impossible for him to anticipate a Defence. But he commits himself, with the utmost confidence, to the generosity of the Proprietors, for protection against such oppressive proceedings; and he flatters himself, that his Claim to be permitted to return, in his rank, to the administration of his affairs, will be felt to be the Claim of Justice.



